

**AGREEMENT**  
**BETWEEN**  
**GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES**  
**AUTHORITY**  
**AND**  
**TEAMSTERS UNION LOCAL 500**

**March 1, 2010 through February 28, 2014**

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## **PREAMBLE**

This Agreement entered into this 1<sup>ST</sup> Day of March 2010, by and between the GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY, County of Camden, a Corporation of the State of New Jersey, hereinafter called the "Authority" and TEAMSTERS UNION LOCAL 500, hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Authority and the Union.

**ARTICLE I**  
**BARGAINING UNIT**

The Authority recognizes the Union as the bargaining representative for all full and regular part time employees employed by the Authority in the following classifications:

Pumping Station Operator

Equipment Operator

Laborer

Building Maintenance Worker

Sewer Maintenance Inspector

Inspector

Vehicle Mechanic

Truck Driver

Pumping Station Attendant

Sewer Plant Repairman

Senior Sewer Plant Repairman

Curbside Recycling Operator

**EFFECTIVE DATE:    March 1, 2010**

**EXPIRATION DATE:   February 28, 2014**

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

The Authority hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of the Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limitation, the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Authority and its properties and facilities. The Authority may determine the management and control of the activities of its employees by utilizing personnel in the most appropriate and efficient manner as may be necessary from time to time.

2. The Authority shall determine work schedules and shifts and decide the number of employees needed for any particular time. In its discretion, the Authority will offer weekend and shift employees the opportunity to change shifts or work schedules when another position becomes available and that employee requesting a change is determined qualified for the position, or when a new employee is hired in that employee's classification. Seniority shall apply in such a situation.

3. The Authority shall determine any different or improved procedures, techniques, equipment and machinery to be utilized in the management and operation of the Authority.

4. The Authority shall hire all employees and subject to the provisions of law, shall determine the qualifications and conditions of continued employment, or assignment, and shall promote and transfer employees.



5. The Authority shall suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause according to law.

6. The Authority shall have the right to layoff employees in the event of lack of work or lack of funds or under conditions where continuance of such work would be inefficient and/or nonproductive.

7. The Authority shall reserve its rights with regard to all other conditions of employment not so reserved and to make such changes, as it deems desirable and necessary for the efficient and effective operation of the Authority.

8. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Authority, the adoption of policies, rules, regulations, and practices for the furtherance thereof, and the use of judgment and discretion by the Authority in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

9. Nothing contained herein shall be construed to deny or restrict the Authority of all of its rights, responsibilities, and authority under N.J.S.A. 40:14B-1 et seq., or any other National, State or Local Laws or Regulations.

## **ARTICLE III**

### **RULES AND REGULATIONS**

1. The Authority has the right to establish reasonable and necessary rules and regulations governing the work and conduct of its employees.
2. These rules and regulations shall be applied equitably to all employees and a copy of such rules shall be provided at all times to the Union at its office.
3. Changes in such rules and regulations shall be provided immediately to the Union at its office and posted in a conspicuous place by the Authority.
4. All postings relating to Civil Service positions shall be made at the garage time clock, employee lunchroom and at the Administration Building lobby.



## **ARTICLE IV**

### **EMPLOYEE RIGHTS**

Pursuant to Chapter 303, Public Laws 1968, the Authority hereby agrees that every employee shall have the right freely to organize, join and support the Union and its affiliates for the purpose of engaging in collective negotiations with the Authority. As a duly selected body exercising governmental power under color of Laws of the State of New Jersey, the Authority undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968, or any laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or condition of employment by reason of his membership in the Union and its affiliates or collective negotiations with the Authority or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Representatives of the Union shall be permitted time off to attend negotiation sessions without pay, provided the efficiency of the Authority is not affected thereby.

An employee shall have the right to inspect his personnel file upon eight (8) hours notice to the Authority, when reasonable. The Authority agrees to notify the individual employee if any material adverse to the employee is placed in his personnel file.

## **ARTICLE V**

### **BAN ON STRIKES**

It is recognized that the need for continued and uninterrupted operation of the Authority is of paramount importance to the citizens of the community for reasons of health, safety and welfare; therefore, there shall be no interference by the Union or its members with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the Union, its officers, members, agents or principals hereby agree that they will not engage in, encourage, sanction or suggest, strikes, slowdowns, mass resignations, mass absenteeism; or other suspension of or interference with normal work performance at the Authority.

**ARTICLE VI**  
**DUES DEDUCTION**

1. The Authority agrees to deduct from the salaries of the employees who are members of the Union, the Union's monthly membership dues.

2. The Union shall provide the necessary check-off authorization form to the Authority and the Union will secure the signatures of said employees requesting it on the forms and deliver the signed authorization forms to the Authority Executive Director or his designee.

3. A check-off shall commence for each employee who signs an authorization card, supplied by the Union and verified by the Authority Executive Director or his designee during the month following the filing of such card with the Authority.

4. Upon receipt of written authorization from an employee the Authority also agrees to deduct from the salaries of those employees who are members of the Union, a contribution to the Teamsters Local 500 Political Action Fund. Said deductions will be made on a weekly basis and forwarded to the Secretary-Treasurer of the Union as set forth in Paragraph 5.

5. The total deductions of all employees who are members of the Union and who have filed the necessary authorization card with the Authority shall be remitted to the Secretary-Treasurer of the Union with a list of the names of such employees from whom deductions were made by the tenth day of the succeeding month after said deductions have been made.

6. The revocation of this authorization by any employee who is a member of the Union may be made at any time and shall be in writing in duplicate, one copy to be sent to

the Union, and a copy to the Executive Director of the Authority, in accordance with the provision of applicable statutes as presently exist or may be amended.

7. The Union shall indemnify, defend, and save harmless the Authority against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Authority in reliance upon salary deduction authorization cards as supplied by the Union.

8. In the event the Union shall determine to create and participate in a Credit Union Fund, the Authority, upon receipt of written authorization from an employee, will agree to deduct from the salaries of those employees who are members of the Union contributions to the Credit Union Fund.

## **ARTICLE VII**

### **NON-DISCRIMINATION**

The parties hereto agree that neither party shall discriminate against any employee because of his membership nor non-membership in the Union or his participation in activities herein prescribed, nor discriminate against any member of the Union for any action involving his or her duties on behalf of the Authority. The parties hereto agree that neither will discriminate for reason of gender, age, nationality, race, religion, marital status, political affiliation, Union membership or Union activities.



## **ARTICLE VIII**

### **SEPARABILITY AND SAVINGS CLAUSE**

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law but all other provisions or applications shall continue in full force and effect.

This provision of this Agreement shall be subject to and subordinated to and shall not annul or modify existing applicable provisions of State and Local laws.



## **ARTICLE IX**

### **PROTECTION OF RIGHTS**

The following shall represent the employees' protection of rights:

1. An employee shall have the right to Union representation at each and every step of the grievance procedure set forth in this Agreement.
2. An employee shall not be required to submit to an investigation by the Authority and/or representatives of the Authority without Union representation present at such investigation.
3. No recording devices of any type shall be used during such investigation.
4. In all disciplinary hearings and/or hearing designed for the appeal of a disciplinary action already taken, the employee shall be entitled to a Union representative or his designee, the Chief Shop Steward or his designee.
5. In all disciplinary hearings or hearings designed for the appeal of any disciplinary action, the employee and/or his Union representative shall have the right to introduce evidence and witnesses in his or her behalf. Furthermore, the employee and/or his Union representative shall be granted the right to cross-examination of any and all witnesses against him.
6. No employee shall be intimidated, coerced, or suffer any reprisal by the Authority for having exercised his rights under this Agreement.

## **ARTICLE X**

### **GRIEVANCES**

The intent of the parties to this Agreement is that the procedures hereinafter set forth shall serve as a means of peaceful settlement of all disputes that may arise between the parties as to the meaning or applications of the terms and conditions of employment.

In the event that suspension, demotion or discharge is sustained, the aggrieved shall be governed by the applicable Civil Service rules and regulations. A Civil Service disciplinary proceeding shall not be subject to the grievance procedure.

The following constitutes the grievance procedure:

STEP ONE: As to grievances, the aggrieved employee shall present the grievance in writing to the Executive Director of the Authority or his designee. The grievance must be presented within seven working days of its occurrence or knowledge of its occurrence. The Executive Director or his designee will give his written answer within seven working days of the date of presentation of the grievance.

STEP TWO: If the grievance is not settled in Step One, it shall be presented in writing to the Chairman of the Authority or his designee within seven (7) working days of the written decision rendered in Step One. The grievance shall be in full detail and dated. The Chairman or his designee shall reply to the grievance in writing within seven working days of the date of the presentation of said grievance. The Shop Steward or his designee may represent the aggrieved employee.

STEP THREE: If the grievance is not settled in Step Two, it may be submitted to an arbitrator from the New Jersey State Board of Mediation or P.E.R.C., mutually agreeable to both parties, within thirty days of the date of the written reply to the grievance in Step Two.

A grievance may be filed by the Union at its own instigation or at the request of any employee covered under this Agreement, instead of any individual employee.

## **ARTICLE XI**

### **JOINT COMMITTEE**

A committee shall be established for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise. No committee meetings shall be held without a written request by one party and an agenda prepared for the specific items to be discussed. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiation meetings. The committee shall consist of two individuals designated by the Authority and two individuals designated by the Union. Such meetings shall be to discuss items of general interest or concern relating to this Agreement or for the dissemination of general information to the parties to this Agreement. Such meeting shall be held every two months, if necessary, or as circumstances dictate.

## **ARTICLE XII**

### **PROMOTIONS**

The Authority agrees that promotions shall be made in accordance with applicable Civil Service rules and regulations. The Authority further agrees not to discriminate in making promotions due to religion, race, creed, politics, age or gender.



## **ARTICLE XIII**

### **SICK LEAVE**

Sick leave shall be defined as the absence from duty of an employee because of personal illness, accident or exposure to contagious disease. Sick leave may also be taken to attend to a member of the immediate family of the employee who is seriously ill and requires the presence of the employee. Sick leave taken to attend to a member of the immediate family shall be documented in writing to the Executive Director of the Authority or his designee. The definition of "immediate family" shall include spouse, children, foster children and stepchildren of the employee or any other relative living in the employee's household.

Sick leave shall accrue for full time employees at the start of each calendar year at a rate of fifteen (15) sick days per year from the date of permanent appointment. Employees are permitted, upon approval of their immediate supervisor or a designee, to use four (4) hours of sick time or eight (8) hours of sick time in a day.

In the event an employee is absent for three (3) consecutive working days for sick leave as defined hereinabove, the Authority shall require acceptable medical evidence on the form prescribed. The nature of the illness and the length of time the employee was or will be absent shall be stated on a doctor's certificate. The employee, prior to reporting back to work, must present this certificate to the Authority.

Any member who has exhausted his accumulated sick leave by reason of illness as proved to the satisfaction of the Authority's Executive Director or his designee shall be continued on the Authority medical, dental and prescription programs.

An employee who does not expect to report to work on any working day because of personal illness or for any other reason set forth hereinabove, shall notify the Authority by telephone or personal messenger at least one hour prior to the employee's starting time except in emergency circumstances, but in no event later than the shift reporting time. Failure to do so could result in a loss of pay for the period of absence and may be cause for disciplinary action.

Any sick leave claimed by reason of quarantine or the local health department shall certify exposure to contagious disease. A certificate from the local health department shall be required before the employee may return to work.

All Union employees shall be paid a full day of sick leave accumulated upon separation in good standing from service with the Authority to a maximum of forty-five (45) days, however, if the separation is by reason of retirement, the retiring employee may sell back up to forty-five (45) accumulated sick days at the time of retirement. All employees hired after the date of this agreement shall be limited to thirty (30) days upon separate of service or retirement. This shall be paid at the salary level then in effect for the employee at the time of separation from the Authority.

All Union employees shall be permitted to sell back up to fifteen (15) days of sick time each year. The election by the employee to sell back fifteen (15) sick days shall be submitted no later than November 1<sup>st</sup> of each year and paid by December 15<sup>th</sup> of each year. All employees are required to have at least five (5) days of accumulated sick time left on the books after the selling of the fifteen (15) accumulated sick days.



## **ARTICLE XIV**

### **LEAVE OF ABSENCE**

The Authority may grant a leave of absence to an employee covered under this Agreement for a period not to exceed 30 days. All requests for a leave of absence must be presented to the Executor Director or his designee in writing with the reasons therefor. If the basis for a Leave of Absence is based upon a medical condition, proof of disability shall be provided. A leave of absence shall be granted in the discretion of the Authority. An extension for a leave of absence shall be granted in the discretion of the Authority. Any extension of a leave of absence beyond the 30-day time period shall be considered at the Authority discretion on a case-by-case basis.

The Authority agrees to permit Union representatives time off from work without pay to attend to official Union business. When the Union Local has a Shop Steward Seminar, the Authority agrees that the shop Steward, and Assistant Shop Steward, or a designated alternate, shall be permitted no more than one (1) day per year to attend such a seminar. Notice shall be provided to the Authority of such seminar at least seven (7) days prior to the scheduled date. The person attending said seminar shall be paid for eight (8) hours pay for that day.

## **ARTICLE XV**

### **INJURY LEAVE OF ABSENCE**

An employee who is a member of the Union and who is disabled by injury or illness incurred in the performance of his or her duties arising out of his or her employment shall be granted a leave of absence with full pay and benefits for a period not to exceed 26 weeks provided that said disability or illness was a direct result of or arising out of his or her employment and is certified as such by a physician designated by the Authority.

Any employee who is injured, whether slight or severe, while working for the Authority must make an immediate report, in writing, prior to the end of the said shift to the immediate supervisor or as soon as the injury manifests itself to the employee. Failure to report such an injury may result in the failure of the employee to receive any compensation under this Article.

In the event the Authority physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated. However, if the employee disputes the determination of the Authority physician, then the Authority and the employee shall mutually agree upon a second physician who shall examine the employee. The cost of the second physician shall be born equally by the employee and the Authority. The determination of the second physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the second physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.

In the event the physician designated by the Authority determines that the employee would be fit to return to light duty, the physician shall contact the Authority prior to employee leaving the physician's office. In the event the Authority in its sole discretion

determines that it is able to utilize the employee's services on a light duty basis, the employee shall be permitted to return to work on that basis until he is able to resume his full duties. If the Authority in its discretion determines that it is unable to utilize the employee services on a light duty basis, then the employee shall be placed on injury leave pursuant to this Article.

In the event any employee is granted said injury leave, the Authority has no obligation to pay the employee except for the initial 26-week time period hereinabove indicated. The only payment that the employee shall be entitled to following said 26 week time period shall be the payment of worker's compensation benefits in accordance with the laws of the State of New Jersey.

In the event the Authority can prove that an employee has abused his or her privileges under this Article, the employee shall be subject to disciplinary action by the Authority, up to and including termination.

If the employee's injury is due to his or her failure to wear or utilize safety wear apparel, tools and/or devices supplied by the Authority, the employee may be subject to disciplinary action by the Authority.

Any employee sustaining injuries which are compensable under the Workers Compensation Act, but which do not prevent him from performing his usual duties, but require that he visit the office of the Authority designated insurance physician for the purpose of obtaining further treatment during working hours, shall not suffer loss of wages because of said medical visits.

Any employee, who is injured on the job and either sent home or to the hospital to obtain medical attention, shall receive pay at the applicable hourly rate for the balance of

the employee's regular shift on that day. The ability to perform work shall be determined by the doctor and/or the hospital report rendered.

Any temporary disability payment made to an employee arising out of workers compensation insurance coverage shall be credited by the Authority towards the pay of the injured employee.



## **ARTICLE XVI**

### **MATERNITY LEAVE**

Maternity leave shall be granted up to six (6) months provided that the requested maternity leave is made in writing to the Executive Director of the Authority or his designee. This provision shall only apply to female employees of the Authority. However, all employees shall be granted leave in accordance with the New Jersey Family Leave Act and the Federal Family Leave Act of 1993 or any successor legislation to the extent applicable.

The request for maternity leave must be made in writing no later than the sixth month of pregnancy.

Maternity leave, if granted, shall be without pay. The employee does have the right, however, to utilize all her accumulated vacation or sick time for said maternity leave. Except for reasons of health or the inability of the employee to perform her job, the pregnant employee shall be permitted to work provided her attending physician approves and advises the Authority in writing.

## **ARTICLE XVII**

### **FUNERAL LEAVE**

In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay not to exceed four (4) consecutive working days, one of which shall be the day of the funeral. The term "immediate family" shall be defined as mother, father, parental guardian, brother, sister, spouse, children or foster children of the employee, grandmother, grandfather, step-parents, mother-in-law and father-in-law.

In the discretion of the Authority Executive Director, one (1) working day, without pay, may be granted for all other funeral leave requested by an employee not for the immediate family as described hereinabove.



## **ARTICLE XVIII**

### **INSURANCE**

The Authority agrees to provide coverage to eligible employees through the State Health Benefits Program administered through the State of New Jersey, or its equal, for all active employees and their families.

The Authority agrees to provide Delta Dental Plan, or its equal, for all active employees and their families. The yearly limitation for any dental work shall not exceed one thousand five hundred (\$1,500.) dollars.

The Authority agrees to provide a reimbursable prescription plan for all employees and their families at a cost to the Authority not to exceed \$500 per family, per year.

The Authority agrees to provide full health insurance, as above, to any active employee, spouse and dependent, retiring from active service at the age of fifty-five (55) and who has at least twenty-five (25) years of employment with the Authority and twenty-five (25) years or more years of service credit in a State or locally administered retirement system. Such benefits shall become secondary in accordance with existing State Health Benefit Plan regulations, when the retired employee reaches the age of Medicare eligibility.

Notwithstanding the effective date of this Agreement or any of the foregoing provisions, the contribution requirements of P.L. 2010, c.2 (S-3), shall apply to this Agreement, current employees and affected retiree alike, as if it were in full force and effect. Hence, all current local employees shall be required to contribute 1.5% of their base salary toward health benefits during the term of this Agreement. Moreover, all employees who become a member of a State or locally-administered retirement system on or after the effective date of P.L. 2010, c.2 (S-3) shall pay in retirement 1.5 percent of the retiree's

monthly retirement allowance, including any future cost-of-living adjustments, through the withholding of the contribution, for health benefits coverage. All the substantive provisions of P.L. 2010, c.2 shall apply.

To the extent applicable, the provisions of this Article shall be subject to any change in Federal or State Law.

## **ARTICLE XIX**

### **VACATIONS**

All current permanent employees of the Authority, hired prior to March 1, 1998, shall be entitled to the following annual vacation period with pay.

1. One working day vacation per month of service, maximum twelve (12) days as of day of permanent employment.

2. After first year of employment, employee shall gain one (1) working day vacation a year for a maximum of thirty (30) days.

All permanent employees of the Authority, hired after March 1, 1998, shall be entitled to the following annual vacation period with pay.

1. New employees shall only receive one working day for the initial month of employment if they begin work on the 1<sup>st</sup> through 8<sup>th</sup> day of the calendar month, and one-half working day if they begin on the 9<sup>th</sup> through the 23<sup>rd</sup> day of the month, zero working days if they begin work on the 24<sup>th</sup> day of the month.

2. After first year of employment, employee shall gain one working day vacation a year for a maximum of twenty (20) days. Permanent part time employees shall receive vacation leave on a pro-rated basis in accordance with the above schedule. Vacations shall be scheduled by seniority and department and should be requested by May 1<sup>st</sup> of each calendar year. The Authority shall respond to all vacation requests submitted by the May 1<sup>st</sup> deadline by May 15<sup>th</sup> of each calendar year. An employee may request to schedule a vacation subsequent to the May 1<sup>st</sup> deadline on a first come, first serve basis in the event no other conflict exists.

Vacation leave may not be accumulated from year to year.

The Authority shall not buy back any unused vacation days. Where a holiday occurs within a vacation week, an employee shall receive an extra day for vacation either immediately before or after said vacation period, upon the approval of employee's immediate supervisor.

Vacation pay will be paid prior to the employee going on vacation, as long as employee takes a minimum of five (5) working days vacation and provides at least two (2) weeks notice to the Executive Director of the Authority.

Vacation days are to be paid on base pay, plus any shift differential.

Employees may use vacation days in half (1/2) increments.

## **ARTICLE XX**

### **HOLIDAYS**

The following are recognized holidays by the Authority:

New Years Day

Presidents Day

Good Friday

Memorial Day

Fourth of July

Labor Day

Columbus Day

General Election Day

Veterans Day

Thanksgiving Day

Christmas Day

Martin Luther King Day

Holidays that fall on a Sunday shall be celebrated on the following Monday. Holidays that fall on a Saturday shall be celebrated on the preceding Friday. Holidays which fall within an employee's vacation period may be celebrated at the employee's option, either the day before the vacation period or the day after the vacation period, at the approval of the immediate supervisor. It is understood that there shall only be one day of celebration in the event a holiday is celebrated on a day other than the actual day of said holiday, and that no additional day shall be received because of the adjustment of the day of celebration.



When the Authority, Governor of the State of New Jersey, or the President of the United States, declares a day off for all employees, in addition to those holidays set forth above, those who are requested to work on such holidays, shall be paid in accordance with the overtime schedule. Time and one-half will be paid on the actual day of celebration of holidays and no other day.

An employee who is absent the day before or the day after a holiday shall lose one day of pay unless said absence is excused, an approved day off, or a doctor's certificate is provided documenting the employee's illness.



## **ARTICLE XXI**

### **PERSONAL DAYS**

All full time employees shall be entitled four (4) days personal leave each per year for necessary and important reasons. Requests for personal leave must be submitted to the Executive Director of the Authority for approval, which approval shall not be unreasonably withheld, at least two days in advance of the leave day sought. Said personal days may not be accumulated, but any remaining personal days for that year shall be paid to an employee upon separation from service with the authority, so long as the separation is not for just cause.

## **ARTICLE XXII**

### **WORK SCHEDULES AND SHIFT DIFFERENTIAL**

The regular scheduled workweek shall consist of five (5) days, eight (8) working hours per day, a forty (40) hour workweek.

The regular starting or quitting time of work shifts will not be changed with less than five days notice to the affected employees, except in cases of emergency.

All employees covered by this Agreement shall be entitled to a thirty (30) minute lunch period.

All employees covered by this Agreement shall receive a salary predicated on the appropriate hourly rate for their title multiplied by the actual number of hours that comprise the scheduled workweek. Any employee who begins his shift from 4:00 p.m. up to 12:00 a.m. will be paid a shift differential of \$.50 per hour from the date of signing of the Contract to February 28, 2014.

Any employee who begins his shift from 12:00 a.m. to 8:00 a.m. shall be paid a shift differential of \$.50 per hour from the date of signing of the Contract to February 28, 2014.

The Authority shall pay a 10% shift differential to all employees for Saturday work. The Authority shall pay a 10% shift differential to all employees for Sunday work. The shift differential for Saturday and Sunday work shall become effective from the date of signing of this Contract to February 28, 2014.

However, shift differential paid to an employee who works a shift from 4:00 p.m. up to 12:00 a.m. or 12:00 a.m. to 8:00 a.m. or Saturday or Sunday, shall not be included into the employee's base pay for purposes of overtime payment calculation.

## **ARTICLE XXIII**

### **OVERTIME**

Overtime is defined as any time worked beyond the regular hours of duty (eight hours per day) and is only granted when an employee is ordered to work by a supervisor of the Authority.

Time and one-half the employee's regular base rate of pay shall be paid for work under any of the following conditions:

A. All work performed in excess of the employee's regular eight hours of duty in any one day.

B. All work actually performed in excess of the employee's regular forty hours of work in any one-week. Hours for which time and one-half is paid shall not be included in the employee's base rate of pay based on a forty-hour workweek.

C. For designated holidays, in addition to the holiday pay, when so ordered by a supervisor of the Authority.

D. Overtime shall be paid currently or at least no later than the second pay period subsequent to when the overtime was performed by the employee.

E. Any employee who is requested and returns to work during period other than his regularly scheduled shift for that day shall be paid time and one-half for such work and be guaranteed not less than four (4) hours pay, regardless of the number of hours actually worked. When an employee completes the work that employee was called in to perform, the employee may clock out and receive his time and one-half for the full four (4) hours; however, said employee shall remain on call during that four (4) hour period after initially clocking in to respond to a call. An employee called back to work after the employee has

left Authority property or before his regular scheduled shift shall be guaranteed a minimum of four (4) hours pay and will be required to stay at the site for a minimum of one (1) hour. Employee will receive two (2) hours pay within the first four (4) hours for a second call back, with no automatic requirement to stay on site for a minimum of one (1) hour. Employees shall only receive the minimum call-in pay when such call-in is not contiguous to the employee's regular scheduled shift.

F. When possible, overtime shall be assigned on a rotating basis by the Executive Director or the employee's supervisor provided that the employee is qualified for the job in the opinion of the supervisor.



## **ARTICLE XXIV**

### **SENIORITY**

Seniority is defined as an employee's total length of service with the Authority.

If a question arises concerning two or more employees who are hired on the same day the following shall apply.

If hired prior to the effective day of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Authority's payroll records, first name, first preference, etc. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given by flipping a coin.

The Authority shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate, and shall furnish copies of same to a representative of the Union once a year in March, unless otherwise requested in writing to the Union.

Except where New Jersey Civil Service Statutes require otherwise, in cases of promotions, demotions, layoffs, recalls, vacation schedules and other situations where substantial employee advantages are concerned, an employee with the greatest amount of seniority shall be given preference provided he has the ability to perform the work involved.

A list shall be maintained by the Authority indicating the number of positions available. Such positions shall be posted on a bulletin board with all other Union notices, and on the bulletin board of the appropriate offices of which the position is available. A



minimum notice of thirty (30) days shall be given before that position is permanently filled.

The position shall be filled based on Civil Service rules and regulations.

An employee taking an unauthorized absence for three (3) consecutive days without notice to the Authority shall forfeit seniority and such absence shall constitute a resignation by the employee.

## **ARTICLE XXV**

### **SAFETY AND HEALTH**

The Authority shall at all times maintain safe equipment and healthful working conditions. The Authority shall provide employees with eleven (11) sets of uniforms every two (2) weeks, safety shoes (in accordance with Article XXVII) and any other tools or devices that the Authority deem reasonably necessary in order to ensure the safety and health of the employee.

The Authority shall provide a winter jacket to all employees for cold weather work conditions. Replacement winter jackets shall be provided on an as need basis depending on the condition of the jacket.

All wearing apparel, tools and devices so supplied by the Authority to the employee for the purpose of safety and health must be worn and/or utilized by the employee. Failure to utilize this equipment shall subject the employee to disciplinary action by the Authority.

In the event it is proposed that a substance is to be introduced into the Authority Sewage system other than domestic waste or industrial waste permitted into the system, then the Authority shall provide prior notice of such a proposal to the Union. A Union Representative has the right to be present at any public discussion involving the proposed introduction of such substance into the sewage system.

The Authority shall provide the necessary rain gear to the employees during their shift of work.

All new employees shall be required to undergo a complete physical examination at the expense of the Authority prior to permanent employee status.

At the time an employee attains permanent status, the Authority will pay for any physical exam required for the employee to renew the employee's CDL License. Payment for the renewal of the CDL License will be the responsibility of the employee.

## **ARTICLE XXVI**

### **VISION AND SAFETY GLASS PROGRAM**

The Authority agrees to provide a reimbursable vision plan for all employees and their families at a cost not to exceed one hundred fifty dollars (\$150.00) per person, per year. The vision plan is for eye examinations and/or corrective lenses. Employees of the Authority who wear corrective lenses shall be required to utilize the one hundred fifty dollars (\$150.00) toward the purchase of corrective lenses in safety glass form.

Those employees that do not wear corrective lenses shall be provided safety glasses or protective shields where reasonably required for their safety and health by the Authority.

## **ARTICLE XXVII**

### **SAFETY SHOES PROGRAM**

The Authority shall pay one hundred fifty dollars (\$150.00) for the purchase of safety shoes for each employee for each year of this Agreement.

This Article shall apply to all probationary employees, with the understanding that if the employee leaves before his ninety (90) day probationary period has expired, said employee will reimburse the Authority the cost of the safety shoes.

## ARTICLE XXIII

### LONGEVITY

Longevity pay for extended service shall be determined on the basis of the employees anniversary date of employment with the Authority in accordance with the rates hereinafter set forth; and it shall be payable in one lump sum on November 15 of the year when longevity rates become applicable to the particular employee, and on each November 15 thereafter.

Commencing on the anniversary date of employment of the beginning of the year of service indicated in the columns below, employees of the Authority employed by the Authority as of March 1, 1998, who shall qualify therefore, shall receive a sum equivalent to that percentage figure indicated in the columns below of his base salary rate for the current year.

| COLUMN I                | COLUMN II |
|-------------------------|-----------|
| Five Years to Ten Years | 3.5%      |
| Eleven to Fifteen Years | 4.5%      |
| Sixteen Years and Over  | 5.5%      |

Commencing on the anniversary date of employment of the beginning of the year of service indicated in the columns below, employees of the Authority employed by the Authority after March 1, 1998, who shall qualify therefore, shall receive a sum equivalent to that percentage figure indicated in the columns below of his base salary rate for the current year:

| COLUMN I               | COLUMN II |
|------------------------|-----------|
| One Year to Four Years | 0%        |



|                               |    |
|-------------------------------|----|
| Five Years to Ten Years       | 3% |
| Eleven Years to Fifteen Years | 4% |
| Sixteen Years and Over        | 5% |

New employees of the Authority, hired after the effect date of this Agreement, March 1, 2010 shall not be entitled to longevity.

In the event an employee leaves the service of the Authority in good standing, such employee shall receive longevity pay based on that employee's length of service prorated.

Seniority policy for determining longevity pay:

Seniority dates shall be determined from the date of employment. If an employee is separated from the Authority and is rehired, he shall regain his seniority after three (3) months of employment. Previous time worked at the Authority shall be credited to the employee's next seniority date. Example for computing new seniority dates:

John Jones

Original Hiring Date - 3/1/76

Separate - 6/1/78

Time Previously Worked - 2 Yrs. 3 Mo. (27 Mos.)

Rehired - 5/1/79

New Seniority Date - 2/1/77

If an employee is separated for military reasons, the time spent in the military shall be credited to time worked, provided the employee returns to the Authority within fifteen (15) days after receiving an honorable discharge. Failure to return within the prescribed time after receiving an honorable discharge, the employee will lose credit for service time towards his seniority date.

Longevity income is computed on the seniority anniversary date. An employee must complete a full year before November 1 of each year. Only employees on the current payroll are eligible for longevity bonus, unless excused for medical reasons.

## **ARTICLE XXIX**

### **JURY DUTY**

Any regular full time employee who must report to jury duty and loses time from his job because of said jury duty as certified by the Clerk of the Court, shall be paid by the Authority the difference between his regular base rate of pay on a maximum of an eight (8) hour working day and the daily jury fee, subject to the following conditions:

1. The employee must notify his immediate supervisor upon receipt of a summons for jury service.
2. The employee has not voluntarily sought jury service.
3. The employee is not attending jury duty during vacation and/or other time off from Authority employment.
4. The employee submits adequate proof of the time served on jury duty and the amount received for such service.

If the employee does not have to report to jury duty on any workday, he must thereafter report to work at the Authority. This day's work will not be counted as extra pay for that day. If the employee does not report to work, he shall lose that day's pay and may be subject to disciplinary action.

## **ARTICLE XXX**

### **MILITARY LEAVE**

All employees required to report for military duty shall receive such military leave in accordance with Federal and State Statutes.

## **ARTICLE XXXI**

### **LAYOFFS**

The Authority may lay off an employee in the classified service for purposes of efficiency or economy or other valid reason requiring a reduction of the number of employees in a given class.

Prerequisite to Layoff: No permanent employee shall be laid off until all emergency temporary and provisional employees and all probationers who are serving their working test period holding positions in the same class in the organizational unit are separated; nor shall a permanent employee be laid off except in accordance with the procedure as prescribed in these rules. Whenever possible, such employee shall be demoted in lieu of layoff to some lesser office or position.

Order of Layoff or Demotion: Whenever there are two or more permanent employees in the class from which Layoff or demotion in lieu of layoff is to be made, employees in that class with an unsatisfactory performance rating for the 12 month period immediately preceding the layoff or demotion shall be the first laid off or demoted.

Layoff or demotion for all other employees in that class shall be in the inverse order of performance ratings provided that layoffs or demotions of permanent employees shall be in the order of seniority in the class, the person or persons last appointed being the first laid off or demoted.

In all cases where there are employees who are veterans, a disabled veteran or veteran shall be retained in that order, in preference to a non-veteran having equal seniority in his class.



Notice of Layoff or Demotion: No employee in the classified service shall be laid off or demoted in lieu of layoff until he shall have been given notice in writing, personally or by certified mail, of the date upon which he will be laid off or demoted and the reasons for such action. Such notice shall be served at least forty-five (45) days before the layoff or demotion becomes effective.

An employee who shall be laid off or demoted in lieu of layoff shall have the right to appeal to the Authority provided such appeal is received by the Authority within twenty (20) days after the date of receipt of notice.

Demotional and Re-employment Rights: The Authority shall, after the receipt of notice, determine the demotional and reemployment rights of the employee to be laid off or demoted and within a reasonable time not to exceed forty-five (45) days notify the employee and the appointing authority of such rights.

The name of any employee laid off or demoted in lieu of layoff shall be placed on a special re-employment list for the position from which he has been laid off or demoted.

When a position of the same or comparable duties and responsibilities to that previously held by the employee is to be filled in the same organization unit, his name shall be certified from the special re-employment list for appointment.

Voluntary Demotions: An employee may request and with the approval of the Authority be granted a demotion. Such demotion shall be to a lesser position with the salary or pay thereto attached.



## **ARTICLE XXXII**

### **DISCHARGE OR SUSPENSION**

The Authority shall have the right to dismiss or suspend an employee for just cause. This shall not prohibit the Union on behalf of said employee from investigating any such dismissal or suspension and resorting to the grievance procedure provided in this Agreement.

In the event the grievance procedure is utilized and it is determined that the suspension or discharge utilized was not with just cause then that determination shall provide reinstatement of the employee with or without full or partial back pay. The determination of reinstatement with back pay shall entitle the Authority nevertheless to credit for any wages or compensation earned by the employee outside the employment of the Authority during such suspension or discharge in accordance with applicable laws.

Just cause shall include but not be limited to violation of rules and regulations of the Authority, which are adopted and are in full force and effect.

Immediate cause for dismissal shall exist for any of the following reasons:

1. Any strike or work stoppage in violation of the law or the terms of this Agreement.
2. Possession of alcohol or drugs, taking drugs and/or alcohol while on duty, being under the influence of alcohol and/or drugs, or disorderly conduct involving the use of alcohol and/or drugs while on duty.
3. Proven theft of the Authority property or other employee property.
4. Falsifying employee time records through use of the time clock or any other false or fraudulent act involving the Authority.

5. Assault on any officer or employee or other representative of the Authority.
6. Insubordination or serious breach of discipline on at least two or more occasions.
7. Assault on any individual while on Authority time.

## **ARTICLE XXXIII**

### **SALARIES**

A. Effective March 1, 2010 all bargaining unit employees shall receive a two and three-quarters percent (2.75%) increase in their annual base pay. All employees earning under \$20.00 hour in base pay, shall receive an annual increase of .60 cents per hour.

B. Effective March 1, 2011 all bargaining unit employees shall receive a two and three-quarters percent (2.75%) increase in their annual base pay. All employees earning under \$20.00 hour in base pay, shall receive an annual increase of .60 cents per hour.

C. Effective March 1, 2012, all bargaining unit employees shall receive a three and one-quarter percent (3.25%) increase in their annual base pay. All employees earning under \$20.00 hour in base pay, shall receive an annual increase of .60 cents per hour.

D. Effective March 1, 2013, all bargaining unit employees shall receive a three and one-half percent (3.5%) increase in their annual base pay. All employees earning under \$20.00 hour in base pay, shall receive an annual increase of .60 cents per hour.

During the life of this Agreement, the employees shall not suffer a loss of salary, except in accordance with the terms and conditions of this Agreement, or applicable rules and regulations of Civil Service and Statutes providing therefor.

## **ARTICLE XXXIV**

### **RETIREMENT**

The employee shall be eligible to participate in the New Jersey Public Employees Retirement System in accordance with applicable statutes.

## **ARTICLE XXXV**

### **FULLY BARGAINED AGREEMENT**

This Agreement shall represent and incorporate the complete and final understanding by the parties of all bargainable issues, which were or would have been the subject of collective negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any other such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. Notwithstanding the statement hereinabove, the Union shall have the right to file a grievance on the interpretation of this Agreement.

## **ARTICLE XXXVI**

This Agreement shall be in full force and effect as of March 1, 2010 and shall remain in full force and effect up to and including February 28, 2014, without a reopening date. This Agreement shall continue in full force and effect from year to year thereafter until one party or the other gives notice in writing no sooner than one hundred twenty days (120) prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement. This Agreement shall remain in full force and effect on a day-to-day basis during collective bargaining negotiations between the parties extending beyond the date of expiration set forth herein. This Agreement shall remain in full force and effect in the event that the Union affiliates or merges with any other Union.

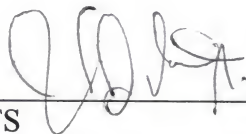


IN WITNESS WHEREOF, the parties have hereunto set their hand and seal at the  
County of Camden, New Jersey, on this 6 day of August, 2010,

TEAMSTERS UNION LOCAL 500

BY:

JOHN POTTS



ATTEST:



GLOUCESTER TOWNSHIP MUNICIPAL  
UTILITIES AUTHORITY

BY:

RICHARD P. CALABRESE, CHAIRMAN



ATTEST:



AMY TARVES, SECRETARY